

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

ARGONAUT MIDWEST INSURANCE
COMPANY; AND COLONY
INSURANCE COMPANY,
Plaintiffs,

v.

PHIL THWEATT WRECKER
\$SERVICE, INC.; AAA TEXAS, LLC;
COURTNEY TRAVIS JONES;
RONNIE JONES; DEBBIE JONES;
DANNY KRUMNOW; and
CARMELLA KRUMNOW,
Defendants.

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6:22-CV-00598-ADA-JCM

**ORDER ADOPTING MAGISTRATE
JUDGE'S REPORT AND RECOMMENDATION**

Before the Court is the Report and Recommendation of United States Magistrate Judge Jeffrey C. Manske. ECF No. 22. The report recommends that Plaintiffs' Motion for Default Judgment, ECF No. 19, and Plaintiffs' Motion for Default Judgment, ECF No. 20, be **GRANTED**. And it further recommends that the proposed Final Default Judgment filed by Plaintiffs at ECF No. 19-1 and ECF No. 20-1 be entered in full. The report and recommendation was filed on April 12, 2023.

A party may file specific, written objections to the proposed findings and recommendations of the magistrate judge within fourteen days after being served with a copy of the report and recommendation, thereby securing *de novo* review by the district court. 28 U.S.C. § 636(b); Fed. R. Civ. P. 72(b). As of today, neither party has filed objections.

When no objections are timely filed, a district court reviews the magistrate judge's report and recommendation for clear error. *See* Fed. R. Civ. P. 72 advisory committee's note ("When no timely objection is filed, the [district] court need only satisfy itself that there is no clear error on

the face of the record in order to accept the recommendation.”). The Court has reviewed the report and recommendation and finds no clear error.

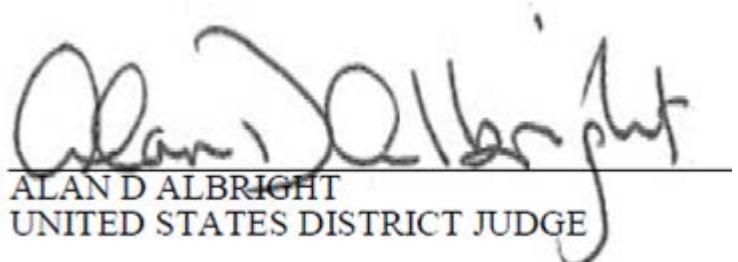
IT IS THEREFORE ORDERED that the Report and Recommendation of United States Magistrate Judge Manske (ECF No. 22) is **ADOPTED**.

IT IS FURTHER ORDERED Plaintiffs’ Motion for Default Judgment, ECF No. 19, and Plaintiffs’ Motion for Default Judgment, ECF No. 20, are **GRANTED**.

IT IS THEREFORE ORDERED (1) The Motor Carrier Policy issued by Argonaut, Policy No. MC8313039 provides no coverage for claims asserted in the Underlying Lawsuit; therefore, Argonaut has no duty to defend or indemnify Defendant AAA or Defendant Phil Thweatt Wrecker Service, Inc. under the Motor Carrier Policy against the claims asserted in the Underlying Lawsuit; and (2) Further, Defendant AAA is not an insured on either the Motor Carrier or Garage policies; therefore, Plaintiffs have no duty to defend or indemnify Defendant AAA against any claims asserted in the Underlying Lawsuit.

IT IS FINALLY ORDERED (1) The Motor Carrier Policy issued by Argonaut, Policy No. MC8313039 provides no coverage for claims asserted in the Underlying Lawsuit; therefore, Argonaut has no duty to defend or indemnify Defendant AAA Texas, LLC. or Defendant Phil Thweatt Wrecker Service, Inc. under the Motor Carrier Policy against the claims asserted in the Underlying Lawsuit; and (2) Further, Defendant AAA Texas, LLC. is not an insured on either the Motor Carrier or Garage policies; therefore, Plaintiffs have no duty to defend or indemnify Defendant AAA Texas, LLC. against any claims asserted in the Underlying Lawsuit

SO ORDERED and SIGNED this 27th day of April, 2023.



ALAN D ALBRIGHT
UNITED STATES DISTRICT JUDGE